

**UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS**

**DONALD BLISS; LYNN BLISS; :
KATIE BLISS; A.B. , a minor :
child through his guardians and :
next friends Donald Bliss and :
Lynn Bliss; and M.B., a minor :
child through her guardians and :
next friends Donald Bliss and :
Lynn Bliss, :
Plaintiffs, :**

v. :

C.A. No.:

**JOHN J. SANGUINET, BRUCE :
SAUVAGEAU, M. JANE :
DONAHUE, BRENDA :
ECKSTROM, JOHN CRONAN, :
JAMES POTTER, LISA :
BINDAS and THE TOWN OF :
WAREHAM, :
Defendants. :**

COMPLAINT

I. INTRODUCTION

1. This is an action advanced pursuant to 42 U.S.C. § 1983, the Massachusetts Civil Rights Act and state common law seeking redress for the harm caused, individually and in the collective, by the defendant municipality, municipal officials and persons who acted in league and in concert with those officials, to Donald Bliss, a member of the Wareham Police Department, and the members of his family. The defendants, jointly and severally, acted in various ways so as to bring about the illegal discharge of Donald Bliss from his position as a Lieutenant with the Wareham Police Department and attempted to mask the true motivations for their actions through the advancement of unsubstantiated and meritless charges designed to injure Donald Bliss, his career, his reputation, his family and his personal life. The Civil Service

Commission unanimously overturned Donald Bliss's discharge, calling the actions of the Town and its policymaking officials, including those named in this lawsuit, "an unmistakable example of the effect of improper personal motives and undue political influence which have no place in a merit-based civil service system." The damages claimed in this litigation cover the period of time from Donald Bliss's wrongful termination until the Civil Service Commission decision and the directive that Donald Bliss be returned to work, which occurred more than two years later.

II. JURISDICTION

2. This action is advanced pursuant to 42 U.S.C. §§ 1983 and 1988 and the Fourteenth Amendment to the United States Constitution. Title 28 U.S.C. §§ 1331 and 1343 provide federal question jurisdiction over all federal claims, and 28 U.S.C. § 1367 provides supplemental jurisdiction over state law claims.

III. PARTIES

3. Plaintiff Donald Bliss was at all times relevant to this complaint a resident of Plymouth County, Massachusetts, the husband of plaintiff Lynn Bliss and the father of plaintiffs Katie Bliss, A.B. and M.B.

4. Plaintiff Lynn Bliss was at all times relevant to this complaint a resident of Plymouth County, Massachusetts, the wife of plaintiff Donald Bliss and the mother of plaintiffs Katie Bliss, A.B. and M.B.

5. Plaintiff Katie Bliss was at all times relevant to this complaint a resident of Plymouth County, Massachusetts, the daughter of plaintiffs Donald Bliss and Lynn Bliss and the sister of plaintiffs A.B. and M.B.

6. Plaintiff A.B., a minor child, was at all times relevant to this complaint a resident of Plymouth County, Massachusetts, the son of plaintiffs Donald Bliss and Lynn Bliss and the brother of plaintiffs Katie Bliss and M.B.

7. Plaintiff M.B., a minor child, was at all times relevant to this complaint a resident of Plymouth County, Massachusetts, the daughter of plaintiffs Donald Bliss and Lynn Bliss and the sister of plaintiffs Katie Bliss and A.B.

8. Defendant John J. Sanguinet was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. For times relevant to this complaint, Sanguinet was the interim Town Administrator for the Town of Wareham and his actions as alleged in this complaint were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. He is being sued in his individual capacity.

9. Defendant Bruce Sauvageau was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. For times relevant to this complaint, Sauvageau was a member of the Board of Selectmen for the Town of Wareham and his actions as alleged in this complaint were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. He is being sued in his individual capacity.

10. Defendant M. Jane Donahue was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. For times relevant to this complaint, Donahue was a member of the Board of Selectmen for the Town of Wareham and her actions as alleged in this complaint were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. She is being sued in her individual capacity.

11. Defendant Brenda Eckstrom was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. For times relevant to this complaint, Eckstrom was a

member of the Board of Selectmen for the Town of Wareham and her actions as alleged in this complaint were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. She is being sued in her individual capacity.

12. Defendant John Cronan was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. For times relevant to this complaint, Cronan was a member of the Board of Selectmen for the Town of Wareham and his actions as alleged in this complaint were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. He is being sued in his individual capacity.

13. Defendant Lisa Bindas was at all times relevant to this complaint a resident of Plymouth County, Massachusetts. A private citizen, Bindas entered into a symbiotic relationship with Town officials in furtherance of a conspiratorial agreement and understanding to cause the plaintiffs, and in particular plaintiff Donald Bliss, harm and damage such that her relationships with Town officials intertwined her with official Town action. As a consequence, Bindas' actions, encouraged as they were by the Town and its policymakers, were taken under color of the laws and authority of the Commonwealth of Massachusetts and the Town of Wareham. She is being sued in her individual capacity.

14. The Town of Wareham is a body politic situated in Plymouth County, Massachusetts and duly organized under the laws of the Commonwealth of Massachusetts.

IV. FACTS COMMON TO ALL CAUSES OF ACTION

A. Background

15. Donald Bliss has been married to Lynn Bliss for more than twenty years and together they are the parents of three children: Katie Bliss; A.B.; and M.B.

16. In 1985, Donald Bliss, then twenty-one years old, became a summer seasonal police officer in the Town of Wareham. Donald Bliss immediately fell in love with the job of a police officer and spent much time volunteering his efforts in order to be around the occupation and to learn as much as he could.

17. When his seasonal position ended, Donald Bliss began employment with the Marion Police Department, a non-civil service department, until such time as he could work his way through the civil service hiring process for the Wareham Police Department, a civil service department.

18. Donald Bliss worked for the Marion Police Department from October, 1985 through March, 1987, at which point he was appointed as a full time police officer for the Wareham Police Department.

19. In June, 1993, Donald Bliss was promoted to the rank of sergeant, serving as a patrol sergeant from that point through July, 1997. From July, 1997 through October, 2002, Bliss was assigned to the specialty position of detective sergeant.

20. In 2002, following a civil service promotional examination and an approved assessment center, Bliss was ranked as the leading of three candidates for promotion to the rank of lieutenant. In the course of receiving that promotion, one of the other candidates, Sergeant Eileen Grady, felt aggrieved by her failure to receive the promotion and later filed a lawsuit over the non-selection.

21. After Donald Bliss received his promotion, he was involved in a number of employment-related issues with Sergeant Grady, providing information through investigations and hearings that was not favorable to her. As a consequence, Grady bore animosity toward

Donald Bliss for his receipt of a promotion and for what she viewed as his harmful treatment of her following his promotion.

22. Grady was friends with members of the Wareham Board of Selectmen as that body was constituted in 2008 and 2009, including a deep personal relationship with defendant M. Jane Donahue that stretched back to their days in school together as children.

23. As a result of those personal relationships and allegiances with Grady, members of the Wareham Board of Selectmen, including M. Jane Donahue, used their official positions with the Town to target and to take action against Donald Bliss.

24. In fact, the current Chairman of the Wareham Board of Selectmen, Walter Cruz, who was not a member of the Board at the time of Donald Bliss's targeting and termination, has remarked to persons during conversations about the Donald Bliss situation that he has been informed that the actions against Donald Bliss were influenced by his promotion over Grady and that he has been told that Donald Bliss never should have received that promotion over Grady. That form of information only could come from a decision-maker such as a member of the Board of Selectmen or Town Administrator.

25. During his time with the Wareham Police Department prior to his termination in 2009, Donald Bliss served the Department and the Town of Wareham exceedingly well in tasks that ranged from internal affairs investigator, field training officer, court prosecutor, citizens' police academy instructor, supervisor for the landlord assistance program and community partnership group, armorer for the Department, coastal task force supervisor, firearms instructor and evidence officer. As patrol division commander, Donald Bliss supervised both the evening shift, from the hours of 4 p.m. to 12 a.m., and the midnight shift, covering the hours of 12 a.m. to

8 a.m. Those responsibilities caused Donald Bliss to routinely work long hours and his exceptional performance in his duties earned him a number of commendations and accolades.

26. Donald Bliss' love for the Wareham Police Department and his role within it was a family affair, as his immediate family had taken time to paint the station, his young son had waxed police cruisers and one of his daughters had cleaned offices in the station.

27. Prior to the events that are at issue here, Donald Bliss was never disciplined during his career in the Wareham Police Department.

B. The Municipal Landscape

28. Organizationally, the Town of Wareham operates pursuant to the provisions of a municipal charter. The charter establishes the Board of Selectmen as having operational policymaking authority, but expressly provides that neither the Board, nor any collection of Board members, shall attempt to be involved in the day to day administration of Town affairs. Pursuant to charter, the Town Administrator is the chief administrative officer for the Town, is to be charged with day to day operations and, for civil service purposes, is the appointing authority for the appointment, discipline and removal of civil service employees.

29. At relevant points for present purposes, the membership of the Board of Selectmen consisted of defendants Potter, Sauvageau, Cronan, Eckstrom and Donahue.

30. Immediately prior to the termination of Donald Bliss in February, 2009, the Board of Selectmen had cycled through four permanent or interim Town Administrators in the short span of a couple of years.

31. Prior to the termination of Donald Bliss, the last permanent Town Administrator was John McAuliffe. McAuliffe has testified before the Civil Service Commission that the Board of Selectmen as then constituted desired to be involved in the day-to-day operations of the

Town and that it was the “most aggressive bunch” that he had seen during a lengthy career in municipal government regarding that desire to be involved in day-to-day operations. McAuliffe also has testified that the Board members believed it to be their mission to change fundamentally the face of Wareham government, including its employed officials, and to do so rapidly.

32. In fact, that form of vision is confirmed through an email sent by Sauvageau to defendant, and then interim Town Administrator, Sanguinet on August 17, 2008. In that email, Sauvageau indicated that Sanguinet should request “an emergency meeting” with the Board on matters related to the Board’s “visioning agenda” and that a revenue deficit provided “an opportunity” to address the fiscal situation as well as “our long term objectives” but that the opportunity would be lost “if you take actions that result in an outcome inconsistent with our reorganization vision.” Sauvageau then listed eight proposals, including to “[t]erminate the town accountant immediately!!” Carrying out that desire, the Town Accountant thereafter was terminated by Sanguinet at around the same time as Donald Bliss, who was a similar target of the Board of Selectmen.

C. The Progression of Events Leading to Termination

33. In August, 2007, McAuliffe entered into a three year contract to serve as the Town Administrator for the Town. Soon thereafter, defendant Eckstrom presented McAuliffe with a real estate advertisement that involved Donald Bliss and that contained his Department cell phone number. McAuliffe has testified that he had a “lot of dialogue” with Eckstrom about that issue and that the Board’s interest in the issue could be ranked as a ten out of ten.

34. McAuliffe asked Police Chief Thomas Joyce to look into the matter and, as soon as it was raised with Donald Bliss, Donald Bliss took corrective action and ported his long held Department cell phone number to a private account the same day. Joyce’s investigation revealed

that, as to calls involving the real estate business, there were perhaps five calls that might have been while Donald Bliss was working, amounting to twelve minutes of time and no cost to the Town because of the nature of the Town's cellular telephone plan.

35. Chief Joyce's investigation concluded with two memoranda to McAuliffe in December, 2007 and January, 2008. Upon receipt of those writings, and consideration of the evidence, McAuliffe has testified that he considered the Town's lack of a cell phone policy regulating usage, the lack of any past practice on cell phone usage, the lack of cost to the Town, the lack of a prior disciplinary history and, in fact, Bliss' exceptional work history. McAuliffe has testified that the investigation revealed that there was "nothing there" with respect to the seriousness of the cell phone issue.

36. McAuliffe decided that the advertisement and phone usage was to be addressed through sixteen hours of punishment duty—or work for no compensation—deliberately targeted to improve issues related to summer policing. Donald Bliss agreed to the duty and submitted a memorandum to Chief Joyce in August, 2008 reflecting that it had been served. Chief Joyce also did not compensate Donald Bliss for two four hour overtime slips, meaning Donald Bliss ultimately worked for twenty-four hours without pay.

37. McAuliffe, turning his attention to budgetary and other pressing matters, never memorialized the agreement from his end and has testified that he accepts responsibility for that fact.

38. On June 17, 2008, despite the issue not appearing as an agenda item, the Board of Selectmen voted to place McAuliffe on leave almost one year into a three year contract with him. In adopting a resolution citing reasons for that leave, the Board cited that McAuliffe had failed to

act in connection with a Town employee who assertedly had used a Town phone for a private business. That employee was Donald Bliss.

39. The same night, the Board voted to hire Attorney Steven Torres “relative to personnel matters” that would include conducting an investigation of Donald Bliss.

40. McAuliffe was replaced by Sanguinet, who assumed the role of interim Town Administrator and began performing in that role on June 18, 2008. From his testimony and documentary evidence, within mere days, Sanguinet, aware of the importance of the Donald Bliss matter for the Board, reopened inquiry into the cell phone issue.

41. The Board installed Sanguinet as an *interim* Town Administrator in order to dangle the permanency of the position over Sanguinet’s head and to ensure that he did the Board’s bidding—something that McAuliffe had not done and that prompted his removal. In fact, the Town did not even post for the position of a permanent Town Administrator for more than a full year, until July, 2009. With his interim status, Sanguinet was an employee at will beholden to the Board for continued employment.

42. At the time of becoming the interim Town Administrator, Chief Joyce has testified that Sanguinet told him that his job was to “carry out the wishes” of the Board. Sanguinet already has testified that he might have said “something like that” to Chief Joyce.

43. In other conversations with Sanguinet, Chief Joyce has testified that he inquired as to why the Board had such animosity for the Chief; Sanguinet responded that the animosity derived in part from the situation involving Sergeant Grady.

44. During the course of the investigation conducted by Attorney Torres, which expanded to include matters related to Bliss’ work for an alarm company, McAuliffe was never contacted by any Town official to provide information critical to the investigation and despite

Attorney Torres' explicit statement that more research was needed in order to ferret out whether there was any use of Bliss' cell phone beyond that identified by Chief Joyce, the Town conducted no such inquiry. Sanguinet testified that the Town's investigation was "minimal" and when asked why more was not done, given the seriousness of the situation for Donald Bliss, he testified "I couldn't tell you."

45. Although the Town was made well aware that Donald Bliss already had served punishment duty related to the cell phone issue, Sanguinet and other Town officials including the named defendants chose to ignore that fact and press ahead with the plan to sanction Donald Bliss.

46. McAuliffe testified that, during his time in Wareham, matters related to the alarm business involving Donald Bliss were of little concern to members of the Board and to him; later, those same matters would become of great concern to the members of the Board and Sanguinet when the time came to sanction Donald Bliss. That flip-flopping is evidence of a stacking or "piling on" of allegations in order to attempt justification for the draconian discipline of Donald Bliss.

47. Sanguinet already has testified under oath that he was well aware as to what the members of the Board of Selectmen wanted to do with Donald Bliss prior to the appointing authority hearing required by law to discipline a civil service employee. What the Board wanted to do was to fire Donald Bliss. Sanguinet also has testified that he never was criticized for the termination of Donald Bliss by any member of the Board.

48. Pursuant to the charter and civil service law, Sanguinet was the appointing authority for Donald Bliss and, on January 22, 2009, delivered to Chief Joyce, for redelivery to

Donald Bliss, a notice of contemplated discipline and notice that Donald Bliss was being placed on paid administrative leave pending an appointing authority hearing.

49. Although the appointing authority and thereby the decision-maker for that process, Sanguinet told Chief Joyce as he delivered the letter that the matter was “out of my hands.” In fact, Sanguinet had been given his marching orders from the Board of Selectmen and his task at that point amounted to little more than carrying out the Board’s wishes with respect to Donald Bliss.

50. Pursuant to state civil service law, Donald Bliss could only be disciplined for “just cause” and any decision to sanction him, as a civil service employee, must be based upon basic merit principles and cannot be predicated upon impermissible political or personal motivations.

51. By his own admissions, Sanguinet abdicated his role as an appointing authority, violated his duties of office and, consistent with his statements as to how he approached his job, simply carried out the wishes of Board members driven by personal and impermissible motivations.

52. Not only was the result of the hearing, over which Sanguinet presided despite his statement that the matter was “out of [his] hands[,]” preordained, but Sanguinet has admitted to going still further in his improper conduct. On one allegation made involving Donald Bliss at the appointing authority level, the Town’s only witness failed to appear. In addition, a report penned by counsel for the Town, which contained the then unidentified witness’s allegations, was not submitted into evidence. In fact, on the record at the hearing, counsel for the Town stated that the report was not used “as evidence in this hearing or as evidence to charge Lieutenant Bliss.” Counsel went further, indicating that “[a]lso, the report that the—the report that I referred to is also not evidence in this case. The only evidence that we rely upon for our

closing statements and for the result of this case is the evidence that is absolutely presented in this hearing, in these documents and on that transcript. We don't rely on anything else to prove our case. . . .”

53. During his closing argument, counsel for the Town not only presented no argument as to the allegations, but did not object when counsel for Donald Bliss indicated in his closing that the Town's failure to present evidence constituted an abandonment of the charge. Despite that landscape, Sanguinet has admitted under oath that not only did he consider the report as evidence, but that it impacted his decision to sanction Donald Bliss.

54. Pursuant to G.L. c. 31, which entitles a civil service employee to a “full hearing” on the charges made against him or her before the appointing authority, and due process constitutional principles of similar nature and magnitude, Donald Bliss was denied his right to a full hearing at the local level through the improper and illegal actions of Sanguinet and the members of the Board.

55. In February, 2009, Donald Bliss was terminated.

56. A part of the basis for the termination was Donald Bliss's cell phone usage, despite uncontradicted evidence that Donald Bliss already had served a sanction for that very issue.

57. The cell phone usage was a part of the basis to terminate Donald Bliss despite the existence of a similarly situated Sewer Department employee who had, in 2007, been found to have used his or her Town-issued cell phone improperly. That employee was not terminated, but instead had the cell phone disconnected until such time as the Department head determined that the employee deserved to have use of the phone once again.

58. Donald Bliss took a timely appeal, according to civil service law, to the Civil Service Commission and the full hearing on that appeal took place over the course of non-consecutive days in August, 2009, September, 2009 and October, 2009.

59. During that hearing, a total of nine witnesses were called to testify and forty-nine exhibits were entered into evidence.

60. During the course of the hearing, demonstrating the bad faith of the Town in continuing to advance the notion that the termination of Donald Bliss was justified, counsel for the Town remarked on the record that the Town did not dispute that Donald Bliss was a “wonderful” officer.

61. Further demonstrating bad faith, while Donald Bliss’s appeal was pending before the Civil Service Commission, Sanguinet and Chief Joyce had a conversation about budget issues related to the Police Department. During the course of that conversation, Chief Joyce suggested using a sum of money for immediate needs. Sanguinet responded by indicated that it would be unwise to do so, since that was the money earmarked to cover a backpay award in favor of Donald Bliss by the Commission. Sanguinet further stated that it was likely that Donald Bliss would prevail in his appeal to the Commission. Nevertheless, the Town continued to press for the termination of Donald Bliss in the proceedings before the Commission.

62. During the hearing before the Commission, the Town presented Lisa Bindas as a witness. Bindas was the witness, previously known only as “Confidential Witness A[,]” who did not appear to testify before the appointing authority but whose allegations nevertheless improperly, and in violation of state and federal law, were considered and acted upon by Sanguinet.

63. According to a report and affidavit from counsel for the Town, Bindas alleged that Donald Bliss made sales calls regarding a residential alarm for her home while in uniform and indicated that to purchase an alarm from Donald Bliss would be to secure better service from the Police Department, who would know which alarms are his.

64. Those allegations are categorically untrue and are intentional falsehoods fabricated by Bindas.

65. During her testimony, Bindas not only contradicted her own prior statements, as reflected in the affidavit signed by counsel for the Town, but contradicted her own testimony before the Commission over the span of a few minutes. Her testimony also was contradicted by the testimony of Donald Bliss and other witnesses, as well as a large number of documents and materials that Donald Bliss produced that refuted her allegations in various ways.

66. Specifically, Bindas testified before the Commission that she became “first aware” that Bliss was a police officer when he arrived at her home in connection with the alarm sale and he “told” her that he was a police officer.

67. However, in a prior statement memorialized in an affidavit from Attorney Torres, Bindas said that her neighbor had promoted using Bliss for an alarm purchase because Bliss was a police officer and she would get “good” action from the Police Department. When confronted with that attestation from Torres during her testimony before the Commission, Bindas indicated that she did not recall her neighbor making any such statement and it was inconsistent with her present memory.

68. During her direct testimony before the Commission, Bindas indicated that she recalled Bliss arriving at her home “maybe” once in uniform. On cross examination, she indicated again that there was one occasion that she could recall Bliss arriving in uniform.

69. That testimony contradicted what Bindas indicated to Torres during his investigation, as set forth in Torres's affidavit submitted to the Commission. In that affidavit, Torres reports Bindas as having told him that she could recall Bliss being present in uniform on two occasions.

70. Despite her accusation that Donald Bliss was in uniform, Bindas, when asked under oath, indicated only that Donald Bliss was wearing navy blue pants and a navy blue shirt. She did not make any reference to a badge, stripes or any of the other accoutrements that would separate a "police uniform" from a set of "regular" navy blue pants and shirt.

71. When asked about any conversation with Donald Bliss about Donald Bliss being a police officer and what benefits might flow from a purchase from him, Bindas testified that she could not recall specifically any conversation with Bliss about him being a police officer; when asked more generally whether Bliss said "words to the effect of" Bindas getting better service if Bindas purchased an alarm from him, Bindas testified that she could not "really recall" any such comments being made.

72. On questioning from the presiding Commissioner, based upon the affidavit of Attorney Torres, Bindas was asked about the fact that Torres attributed to Bindas the statement that Bliss "made it seem" that she would get better service from the Police Department if an alarm was purchased from him and that he said that "I'm a cop" and that "other police officers know" his alarms. Despite mere minutes earlier having indicated that she could not recall even "words to the effect" of those comments, Bindas then shifted course in her testimony and said that she had made those statements to Torres, although she could not recall on which visit to her home Donald Bliss allegedly made the comments. Oddly, Bindas then shifted course again,

testifying that at no point did Bliss threaten, intimidate or even coerce her into purchasing an alarm from him.

73. In its decision, the Commission noted that Bindas and Donald Bliss “presented starkly different versions of the details of this transaction.” The Commission found that Donald Bliss “gave a clear and coherent account of his business with Ms. Bindas from start to finish, which he substantially corroborated with unimpeachable documentary evidence.” Of further note to the Commission was the fact that, upon his assignment to the position of Detective Sergeant in 1997, Donald Bliss had stopped wearing a uniform on duty and rarely did so thereafter; the Commission found that testimony, corroborated by Chief Joyce, credible.

74. Further, the Commission credited the reality that, as to the assertion that better service would be received from a purchase from Donald Bliss, it would be “impossible” for a police officer dispatched to a call to know the alarm company involved.

75. In sum, the Commission found that Donald Bliss appeared at the home of Bindas on two occasions, neither of which was in uniform, and called Bindas’ testimony “unpersuasively vague and inconsistent.”

76. Bindas’ testimony before the Commission was filled with untruths and designed to harm Bliss in order to curry favor with Town officials.

77. Specifically, upon her arrival to Wareham in 2005, Bindas had found herself involved in a protracted and contentious dispute with neighbors concerning an individual operating a commercial endeavor on Bindas’s street. Indeed, Bindas testified that the dispute was an “ongoing fiasco” that has lasted for years and involved several Town boards, including the Board of Selectmen.

78. Submitted to the Commission were recordings of several Board meetings, many of which involved Bindas personally. All told, there were portions of seven meetings provided, some of which extended for hours; moreover, those recordings reference other meetings, recordings for which could not be located.

79. The first meeting provided to the Commission occurred on November 6, 2007 and began with Bindas making a presentation to the Board of Selectpersons for almost twenty minutes, the substance of which was the registering of complaints regarding an individual on her road who, in the operation of a commercial endeavor, was having large trucks haul material up and down Bindas's road. That, Bindas said, flew in the face of representations made by the agent who sold Bindas's property to her, with those statements purportedly being along the lines of lauding the solitude and quiet of this road. Bindas requested that the Board issue an immediate cease and desist order to this businessman and the response from the Board was that a show cause hearing should be held and the businessman should be afforded an opportunity to respond.

80. The next Board meeting took place on November 27, 2007 and lasted for two and one half hours. In large measure, the meeting was focused upon the businessman's removal of earth from his lot, which was causing the need for the large trucks to patrol Bindas's road. The hearing became quite contentious and, from minute six through minute thirty, Bindas was engaged both with the Board and this businessman, repeating her demand at minute 7:30 for an immediate cease and desist order. One hour and fifty-four minutes into the meeting, the businessman and Sauvageau became involved in a heated debate that lasted for several minutes. Of final note, at two hours and twenty-four minutes into the meeting, Eckstrom and Bindas are speaking and, one minute later, yelling can be heard in the hallway outside the meeting room

and, one minute thereafter, Eckstrom went outside to break up whatever dispute was erupting there involving Bindas.

81. On May 6, 2008, there was another Board meeting, at which time there apparently was an issue regarding the speed limit on Bindas's road. During that meeting, there was much discussion about members of the Police Department and potential involvement in a speed limit signage issue, with some members of the Board indicating that the issue "runs deeper" than it might seem and that each employee involved should be reprimanded formally.

82. One week later, the signage issue remained and Sauvageau indicated that a basic rule that one could "write in crayon" should be disseminated that indicated that no one was to touch street signs without Board approval. After a vote to give a letter to the Town Administrator instructing him to admonish other employees failed by a vote of 2-2-1, a vote that the Administrator was to counsel employees verbally on this issue passed. At minute twenty-one, Eckstrom declared that the Board was fast becoming involved in the middle of a neighborhood spat.

83. On November 18, 2008, another meeting took place which lasted approximately one hour and forty minutes. For a large portion of that meeting, Bindas was involved with the Board and, at minute thirty-three, referenced having Board members to her home in order to witness the hauling that was being done on her street. Again, at one hour and thirteen minutes into the hearing, a Board member commented that the Board has been placed in the middle of two factions who deeply oppose one another.

84. On May 19, 2009, after Donald Bliss was terminated, the Board, after almost two years, issued a cease and desist order, as had been requested by Bindas in November, 2007. By that point, the Board had taken no action on the cease and desist request from Bindas for almost

two years. Also by that point, the members of the Board were aware of Bindas's allegations as to Bliss, after which point the long requested order was granted. In reality, the Board granted the request long made by Bindas based upon her willingness to concoct allegations against Donald Bliss.

85. During her Commission testimony, Bindas testified that she became involved in the Donald Bliss situation through a conversation with Eckstrom about the situation on her road and, in the course of that discussion, mentioned that Intercity Alarms had installed her alarm. At that point, Eckstrom asked if Bindas had a business card or phone number for Bliss. That was the beginning of the conspiratorial agreement to employ Bindas to further the end of harming Donald Bliss.

86. On May 5, 2011, well more than two years after he was terminated, a unanimous Civil Service Commission issued a decision and order that Donald Bliss was to be returned to his position of Lieutenant with the Wareham Police Department and that he was to be awarded his backpay.

87. In its decision, the Commission indicated that the Town's treatment of Donald Bliss was "an unmistakable example of the effect of improper personal motives and undue political influence which have no place in a merit-based civil service system." The Commission also found that as to certain allegations pressed by the Town before it, "there was no proper evidence (or even argument by Wareham at the Commission hearing), that remotely tends to support any such" assertion and that "the Commission has expressed disdain for, and continues to find it telling of an appointing authority's motives, when there appears to be such unfair 'piling on' of patently marginal charges that lack any reasonable investigatory foundation or evidentiary basis."

88. Although since compensated for his lost salary, Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. suffered various forms of harm from the individual and collective actions of the defendants that have not been, and cannot be by law, redressed solely by virtue of the Commission decision.

89. During the time period between Donald Bliss's termination and the Commission decision, Chief Joyce retired and the Town selected and contracted with a new permanent Chief of Police for the Town. As the senior Lieutenant within the Department at the time of his termination, such a promotional opportunity was something as to which Donald Bliss absolutely was interested in pursuing and securing.

90. In March, 2011, after public comments by the new Town Administrator, Mark Andrews, that he would be in the process of selecting and hiring a permanent Chief of Police, and that such hiring would look within the Wareham Police Department, written correspondence was directed to Andrews by counsel for Donald Bliss advising first that Donald Bliss was desirous of the opportunity to be selected for the position and second, given that Donald Bliss was confident that he would be returned to work as senior Lieutenant by the Commission, that Donald Bliss must be included within the selection process. The correspondence indicated that, should the hiring process proceed without Donald Bliss, and should Donald Bliss be restored to duty by the Commission, Donald Bliss would seek to litigate the question of his damage from the lost opportunity.

91. Although Donald Bliss had no desire to increase his damage, and took steps to avoid that possibility, the Town nevertheless hired a permanent Chief of Police and cost Donald Bliss that promotional opportunity.

92. After his termination in February, 2009, Donald Bliss suffered the indignity of returning to his home with trash bags filled with his personal items that had been housed at the station. His family members, including Katie Bliss and A.B., still recall that day as the commencement of a traumatic ordeal that extended for more than two years.

93. First, there was the financial ruin of the Bliss family as the appeal dragged on and as the financial situation became dire. Although Lynn Bliss did all that she could to work additional hours at her job, which strained familial relationships through her increased absence and increased irritability when home, and although Donald Bliss attempted, through odd jobs and anything else he could find, to make ends meet, those attempts were almost entirely unsuccessful. The actions of the various defendants ensured that Donald Bliss's attempts to find gainful employment would be unsuccessful.

94. The family became inundated with mounting bills, calls from creditors, litigation over unpaid debts, overdue taxes and liens.

95. The previously commendable and well-protected credit scores of Donald Bliss and Lynn Bliss plummeted, and will take years to be restored, if they ever can be.

96. The family was forced to sell previously cherished and liked items of value on EBay in order to make mortgage and other payments.

97. Retirement and college funds had to be raided, with the associated penalties and fees incurred, in order to make mortgage payments and to pay for the necessities of daily living.

98. Utilities, including television, power and telephone services, were shut off due to overdue bills. In a particularly embarrassing example, a number of friends of Katie Bliss, and their parents, were at the Bliss home for pictures to be taken prior to Katie Bliss's prom; at that time, the electricity in the home was shut off.

99. Katie Bliss, her options for college numerous in scope, was forced to settle for a cheaper option in order to permit her parents to afford the tuition and fees. Even then, items had to be sold and accounts raided in order to make payments.

100. A.B. was forced to fundraise or go without when it came time to engage in activities such as going to a camp designed for youths wishing to enter a career in medicine.

101. M.B., with a love of music, was not able to have singing and other lessons that she wished to have to further her interests.

102. The family had little to no money to celebrate holidays, birthdays, anniversaries or other celebrations, and were unable to vacation or spend time away as a family as they had previously.

103. A vehicle that Donald Bliss and A.B. had purchased some years prior and restored, with an eye toward the restored vehicle being A.B.'s first car, had to be called into service when problems arose with the family vehicles in use and the credit rating of Donald Bliss and Lynn Bliss prevented the family from obtaining a car loan.

104. Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. also suffered other and significant financial harm from the actions of the defendants.

105. Second, there was the emotional damage, and physical manifestations of that harm, to the Bliss family. Donald Bliss, previously the consummate family man, soon sank into a period of deep depression and despair over his termination and his circumstances.

106. That depression, for which treatment was sought and received, extended over the course of months and became accompanied by a turn to alcohol to dull the pain of the family's situation. Whereas Donald Bliss's children previously had never seen him drunk, that observation soon became a common occurrence for the family, along with attendant out of

character anger and frustration. A.B. still retains the memory of alcohol lingering in the air when his father would wish him a good night.

107. Donald Bliss's emotional state saw him shy away from public interactions, including attendance at his children's sporting and school events. In large measure, he was unable to deal with the constant inquiries as to what had happened, what was happening and what would happen with respect to his employment status.

108. Members of the public, seemingly incapable of believing that Donald Bliss had been terminated for the reasons articulated by the Town, soon reported back as to talk as to what really had been behind his dismissal. Those rumors extended from allegations that Donald Bliss had been caught drunk driving, that he was a mob bookie, that he was responsible for sexually assaulting his children or physically abusing his wife, or that he had let an arrestee go in exchange for work being performed on his house. All of these rumors damaged Donald Bliss's previously impeccable reputation in his community.

109. A prior stomach surgery that Donald Bliss had performed on him essentially became undone as a result of the stressors associated with the family's situation.

110. Each of the marital and familial relationships in the Bliss family were strained and suffered as a result of Donald Bliss's termination and the aftermath of that firing. Each of the family members sought mental health counseling for the repercussions of the defendants' individual and collective actions.

111. Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. suffered other and significant emotional distress as a result of the actions of the defendants. In addition, they suffered pain and suffering, mental anguish, severe humiliation, embarrassment, special damages, degradation, lost employment opportunities, financial harm and other damages

112. As Donald Bliss testified before the Civil Service Commission, his termination destroyed his life.

V. CAUSES OF ACTION

**A. COUNT I: 42 U.S.C. § 1983 – PROCEDURAL DUE PROCESS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

113. The above paragraphs are incorporated by reference.

114. At all relevant times, Donald Bliss possessed a constitutionally and statutorily protected property interest in his employment with the Wareham Police Department.

115. The individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas were taken with reckless disregard for Donald Bliss's constitutional rights.

116. Any reasonable public official would have known that the individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas were in violation of the Fourteenth Amendment and the procedural due process rights of Donald Bliss.

117. The process provided by state law to safeguard Donald Bliss's protected property interest, which process Donald Bliss has exhausted and has prevailed in, is not constitutionally adequate. Specifically, the delays associated with vindicating one's property interest through appeal to the Civil Service Commission; the limitations on the ability of the Commission to fashion a remedy for an aggrieved employee who has been determined to have been sanctioned wrongfully; and the standard of review applied by the Commission insofar as it affords deference to an appointing authority and thus invites arbitrary, capricious or otherwise impermissible action by an appointing authority who is aware of the delays and limitations on the appellate process, all inadequately protect civil service employees generally and Donald Bliss specifically.

118. Defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas, individually and in the collective, were able to seize upon the delays inherent in the civil service appeal process and the limitations upon the remedy afforded for a prevailing employee in that process, to inflict harm upon Donald Bliss, his rights and his interests in a manner that has not been redressed.

119. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**B. COUNT II: 42 U.S.C. § 1983 – SUBSTANTIVE DUE PROCESS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

120. The above paragraphs are incorporated by reference.

121. At all relevant times, Donald Bliss possessed a constitutionally and statutorily protected property interest in his employment with the Wareham Police Department.

122. The individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas were taken with reckless disregard for Donald Bliss's constitutional rights.

123. Any reasonable public official would have known that the individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas were in violation of the Fourteenth Amendment and the due process rights of Donald Bliss.

124. The individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas were intentional, undertaken after time and opportunity for considered reflection and the product of deliberately indifferent action taken with the purpose of causing harm to the protected interests of Donald Bliss.

125. The individual and collective actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas are shocking to the conscience of any reasonable person.

126. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**C. COUNT III: 42 U.S.C. § 1983 – EQUAL PROTECTION
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan and Potter**

127. The above paragraphs are incorporated by reference.

128. At all relevant times, Donald Bliss possessed a constitutionally recognized right to remain free from intentionally discriminatory actions taken by government officials and drawn on the basis of improper classifications of persons.

129. Donald Bliss was not treated in conformity with the treatment afforded to other, similarly situated Town employees by defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan and Potter. As a class of one, Donald Bliss was entitled to equal treatment under the law.

130. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom and Potter's individual and collective actions, Donald Bliss suffered the damages referenced above.

**D. COUNT IV: 42 U.S.C. § 1983 – MONELL LIABILITY
Donald Bliss v. Town of Wareham**

131. The above paragraphs are incorporated by reference.

132. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas represent the consideration, implementation and execution of endorsed municipal action and policy. The actions reflect the Town's policies, customs and decisions, particularly in relation to the conduct of the Board, and those intertwined with Board action, and the visioning

agenda and reorganization vision constructed by the Board and carried out by those in league with the Board, including Sanguinet and Bindas, which included the action taken against Donald Bliss.

133. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas also represent a pattern of practice so permanent and well settled so as to constitute a custom or usage with force of law.

134. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas are those of Town policy-makers with actual or constructive knowledge of, and acquiescence in, the unconstitutional policies, customs, practices and decisions.

135. As a direct and proximate result of the Town's actions, Donald Bliss suffered the damages referenced above.

**E. COUNT V: G.L. c. 12, §§ 11H and I – MCRA VIOLATIONS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

136. The above paragraphs are incorporated by reference.

137. At all relevant times, Donald Bliss possessed a constitutionally and statutorily protected property interest in his employment with the Wareham Police Department and a constitutionally recognized right to remain free from intentional discriminatory actions drawn on the basis of improper classifications of persons.

138. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas represent an attempt to impact those rights and interests adversely, and in fact actually did impact those rights and interests adversely and significantly. That conduct violates the Massachusetts Civil Rights Act.

139. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter

and Bindas were threatening, intimidating and coercive, specifically including economically coercive conduct, particularly given the positions of authority held by those individuals, or their relationships with those in positions of authority.

140. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**F. COUNT VI: INTENTIONAL INTERFERENCE WITH ADVANTAGEOUS RELATIONS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas**

141. The above paragraphs are incorporated by reference.

142. Prior to the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, Donald Bliss enjoyed an advantageous relationship with the Town of Wareham through his employment as a police lieutenant.

143. The above-described actions of Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas operated so as to impact, negatively and substantially, that relationship, including impacting the ability of Donald Bliss to continue his career free from meritless allegations, as well as to seek and secure promotional or other desirable assignment opportunities.

144. Defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas, at all relevant times, were aware of the advantageous relationship enjoyed by Donald Bliss.

145. Defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas used improper means and acted based upon improper motives in interfering with that relationship.

146. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the

damages referenced above.

**G. COUNT VII: GOOD FAITH AND FAIR DEALING
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan and
Potter**

147. The above paragraphs are incorporated by reference.

148. There exists in Massachusetts an implied covenant of good faith and fair dealing in employment relationships such as that existing at all relevant times between Donald Bliss and the Town of Wareham.

149. Through their above-described actions, defendants Sanguinet, Sauvageau, Donahue, Eckstrom and Potter breached that covenant with respect to Donald Bliss through conduct that was intentional, malicious and without proper or legitimate purpose according to law.

150. Through their above-described actions, defendants Sanguinet, Sauvageau, Donahue, Eckstrom and Potter injured Donald Bliss's rights to receive the benefit of his employment relationship with the Town of Wareham.

151. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom and Potter's individual and collective actions, Donald Bliss suffered the damages referenced above.

**H. COUNT VIII: INTENTIONAL INTERFERENCE WITH PROSPECTIVE
ADVANTAGEOUS RELATIONS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

152. The above paragraphs are incorporated by reference.

153. Prior to the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, Donald Bliss enjoyed an advantageous relationship with the Town of Wareham through his employment as a police lieutenant and

possessed not only the right and capacity to continue that employment unfettered from frivolous and meritless charges, but to seek and secure promotional opportunities, such as selection as Chief of Police, as well as other career advancement opportunities.

154. As a result of the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, Donald Bliss's ability to seek and to secure those opportunities within the Wareham Police Department was damaged significantly, including the lost opportunity to be considered for, and selected as, the Chief of Police for the Town of Wareham.

155. As a result of the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, Donald Bliss's ability to secure advantageous employment opportunities elsewhere during the period before the Civil Service Commission decision was damaged significantly.

156. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**I. COUNT IX: ABUSE OF PROCESS
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

157. The above paragraphs are incorporated by reference.

158. Through the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, official process was used in connection with the termination of Donald Bliss.

159. Through the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, that process was used for ulterior, illegitimate,

improper and illegal purposes.

160. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**J. COUNT X: DEFAMATION
Donald Bliss v. Bindas**

161. The above paragraphs are incorporated by reference.

162. As referenced, Bindas made public and other published or reproduced statements concerning Donald Bliss which were false, defamatory and defamatory per se.

163. The statements made by Bindas were assertedly factual in nature and were not protected opinion.

164. The statements held Donald Bliss up to public scorn, contempt and ridicule, and have operated so as to impact adversely his good name and reputation, his emotional well-being, his economic prospects and his employment situation.

165. The statements of Bindas concerning Donald Bliss were defamatory per se given that they impute dishonesty, immorality, vice and dishonorable conduct to Donald Bliss as well as injuring Donald Bliss in his occupation.

166. The statements of Bindas were false and were uttered knowing that they would be republished in various forms and used in various ways to the detriment of Donald Bliss.

167. The statements of Bindas were made knowingly, intentionally, with subjective awareness and/or with reckless and utter disregard for their falsity.

168. As a direct and proximate result of defendant Bindas's actions, Donald Bliss suffered the damages referenced above.

**K. COUNT XI: CIVIL CONSPIRACY
Donald Bliss v. Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter
and Bindas**

169. The above paragraphs are incorporated by reference.

170. The above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas reflect an agreement entered into and carried out by the various defendants designed to cause harm and damage to Donald Bliss.

171. Through their various roles, decisions and conduct as above-described, defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas carried out acts in furtherance of that agreement.

172. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss suffered the damages referenced above.

**L. COUNT XII: INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. v. Sanguinet, Sauvageau,
Donahue, Eckstrom, Cronan, Potter and Bindas**

173. The above paragraphs are incorporated by reference.

174. Through the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, the defendants intended to inflict emotional distress upon Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B., or knew or should have known that emotional distress would be the likely result of their conduct.

175. The conduct of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas was extreme and outrageous, beyond the bounds of decency, and intolerable in a civilized community.

176. The conduct of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan,

Potter and Bindas caused Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. to suffer emotional distress, embarrassment and humiliation, the nature of which no reasonable person could be expected to endure.

177. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. suffered the damages referenced above.

**M. COUNT XIII: LOSS OF CONSORTIUM
Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. v. Sanguinet, Sauvageau,
Donahue, Eckstrom, Cronan, Potter and Bindas**

178. The above paragraphs are incorporated by reference.

179. Donald Bliss and Lynn Bliss have been married to one another for more than twenty years and, prior to the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, enjoyed a happy and fulfilling marital life.

180. Prior to the above-described actions of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas, the familial relationships and structure of those bonds between and among Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. were fulfilling and of high quality for all involved.

181. The above-referenced conduct of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Cronan, Potter and Bindas have caused great injury to the quality of those marital and familial relationships.

182. Those injuries have caused a loss of society and companionship.

183. As a direct and proximate result of defendants Sanguinet, Sauvageau, Donahue, Eckstrom, Potter and Bindas's individual and collective actions, Donald Bliss, Lynn Bliss, Katie Bliss, A.B. and M.B. suffered the damages referenced above.

VI. RELIEF REQUESTED

WHEREFORE, the plaintiffs request that this Court:

1. Enter judgment in favor of the plaintiffs as to each and every cause of action in this complaint, singularly and in the collective;
2. Award compensatory damages against all defendants jointly and severally;
3. Award punitive damages against John J. Sanguinet, Bruce Sauvageau, M. Jane Donahue, Brenda Eckstrom, John Cronan, James Potter and Lisa Bindas;
4. Award the costs of this action to the plaintiffs, including reasonable attorneys' fees; and,
5. Award such other further relief as this Court may deem necessary and appropriate.

JURY DEMAND

A trial by jury is hereby demanded.

THE PLAINTIFFS,
By their attorney,

/s/ Andrew J. Gambaccini
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